

SHEILA R. ROBINSON

4th JUDICIAL DISTRICT COURT

DOCKET NO: 18-3679; SEC. C5

VERSUS

PARISH OF OUACHITA

**MICHAEL TROIA, LOCKTON, INC.
AND HARTFORD FIRE INSURANCE
COMPANY**

STATE OF LOUISIANA

ANSWER TO AMENDED PETITION

NOW INTO COURT, through undersigned counsel, comes defendant, Lockton Companies, LLC – Pacific Series d/b/a Lockton Insurance Brokers, LLC, who, for answer to the Petition, as amended by the First Supplemental, Amending and Restated Petition for Damages, avers as follows:

1.

The allegations contained in paragraph 1 are admitted.

2.

The allegations contained in paragraph 2 are denied for lack of sufficient information to justify a belief therein.

3.

The allegations contained in paragraph 3 are admitted.

4.

The allegations contained in paragraph 4 are denied for lack of sufficient information to justify a belief therein.

5.

The allegations contained in paragraph 5 are denied for lack of sufficient information to justify a belief therein.

6.

The allegations contained in paragraph 6 are denied.

7.

The allegations contained in paragraph 7 of the Petition for Damages are denied for lack of sufficient information to justify a belief therein, save and except to admit that at the time of the accident which is subject to the instant lawsuit, Hartford Fire Insurance Company had in force and effect a policy of automobile liability insurance issued to Lockton Companies, LLC, which policy of insurance being a written instrument is the best evidence of its own contents and which policy of insurance is subject to all of its terms, conditions, limitations, and exclusions therein contained, all of which are pleaded herein as if copied herein in extenso.

8.

The allegations contained in paragraph 8 are denied for lack of sufficient information to justify a belief therein.

9.

The allegations contained in paragraph 9 are denied.

10.

The allegations contained in paragraph 10 are denied for lack of sufficient information to justify a belief therein.

11.

The allegations contained in paragraph 11 are denied for lack of sufficient information to justify a belief therein.

12.

The allegations contained in paragraph 12 are denied for lack of sufficient information to justify a belief therein.

13.

The allegations contained in paragraph 13 are denied for lack of sufficient information to justify a belief therein.

14.

The allegations contained in paragraph 14 are denied for lack of sufficient information to justify a belief therein.

15.

The allegations contained in paragraph 15 are denied for lack of sufficient information to justify a belief therein.

16.

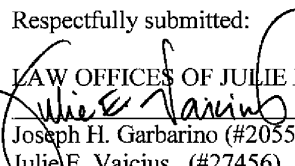
The allegations contained in paragraph 16 are denied for lack of sufficient information to justify a belief therein.

17.

Defendant hereby requests written notice of the date of trial of the above matter, as well as notice of all hearings, (whether on merits or otherwise), orders, judgments and interlocutory decrees, and any and all formal steps taken by the parties herein, the Judge or any member of the Court or Clerk of Court's office, as provided in Louisiana Code of Civil Procedure Articles 1572, 1913 and 1914.

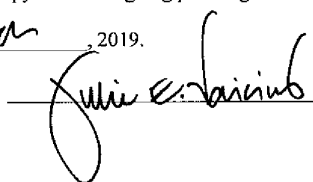
WHEREFORE, defendant prays that this Answer be deemed good and sufficient, and after all legal delays and due proceedings, there be judgment in favor of defendant, with costs, fees, and expenses to be borne by the plaintiff and/or any parties opposing defendant's position.

Respectfully submitted:


LAW OFFICES OF JULIE E. VAICIUS
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CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of the foregoing pleading has been mailed to all other counsel of record on the 7 day of March, 2019.



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JURY ORDER

Considering the request for trial by jury by the defendant, Lockton Companies,
LLC – Pacific Series d/b/a Lockton Insurance Brokers, LLC herein;

In accordance with C.C.P. Art. 1734.1 in lieu of the bond required in C.C.P. Art. 1734,
the mover for the jury trial shall deposit \$2,000.00 (cash) for the first day and \$400.00 (cash) for
each additional day the trial is estimated to last. The cash deposit shall be filed with the Clerk of
Court no later than sixty (60) days prior to trial. The attorney for the mover shall present the
receipt for the deposit to the Court prior to commencement of the trial. Failure to post the cash
deposit shall constitute a waiver of a trial by jury. If the bond is not filed timely any other party
shall have an additional ten (10) days to file the bond.

Monroe, Louisiana, this ____ day of _____, 2019.

J U D G E